prices at any given time, without the necessity of calling an expert to pronounce an opinion, based perhaps exclusively on that same report, is a strong reason for such an exception.

INJUNCTIONS — ACTS RESTRAINED — WHO CAN ENJOIN PROSECUTION OF ACTION. — The defendant had obtained a divorce from her husband, who had then married the plaintiff. The defendant commenced an action to have the divorce decree vacated. The plaintiff sought to enjoin this action. *Held*, that the injunction should not be granted, as the plaintiff is not a party to the action. *Guggenheim* v. *Wahl*, 122 N. Y. Supp. 941 (App. Div.).

Where justice seems to require the relief, equity will frequently enjoin the prosecution of an unconscionable action. *Seager* v. *Cooley*, 44 Mich. 14. But the courts are slow to extend this remedy to others than parties to the suit pending, and from the reasoning of a few decisions it might seem that this relief is strictly confined to such parties. *Finegan* v. *City of Fernandina*, 18 Fla. 127. Yet there are decisions supporting the right of an interested third party to enjoin an action. A party with a mere equitable interest in land can enjoin the suit of one wrongfully claiming a lien on the land, though he is not named as a defendant in that suit, if its continuation will result in a confusion of rights. *Adams* v. *Harris*, 47 Miss. 144. A very real interest on the part of the outsider and very urgent reasons are necessary to move a court of equity to such interference. *Smith* v. *Cuyler*, 78 Ga. 654. In the principal case it would seem that the plaintiff's interest and the urgency of stopping the defendant's action would make it proper for equity to intervene.

INSURANCE — CONSTRUCTION AND OPERATION OF CONDITIONS — CONDITION AGAINST INCREASE OF HAZARD. — In an action on an insurance policy, the defendant alleged a breach of a provision against "increase of risk by any means within the control or knowledge of the insured," in that the insured and others had conspired to set fire to the premises. *Held*, that in the absence of an act physically affecting the property, no increase has occurred. *Ampersand Hotel Co.* v. *Home Insurance Co.*, 198 N. Y. 495.

This decision is an application of the general rule that policies are to be construed against the insurer. *Philadelphia Tool Co.* v. *British American Assurance Co.*, 132 Pa. St. 236. Following this rule the courts have restricted the meaning of the clause in question in various ways. It is held that something of duration is implied, and that mere temporary increase is not sufficient to avoid the policy. *Angier* v. *Western Assurance Co.*, 10 S. D. 82. An increase of risk caused by the making of necessary repairs is not a ground for avoidance. *Townsend* v. *Northwestern Insurance Co.*, 18 N. Y. 168. It has furthermore been held that a condition as to increase of hazard applies only to acts done on the premises of the insured or on property under his control. *State Insurance Co.* v. *Taylor*, 14 Colo. 499. It is not broken where the increase is due to some external cause beyond his control. *Breuner* v. *Liverpool & London & Globe Insurance Co.*, 51 Cal. 101. In no case has it been held that a mere mental state, unaccompanied by a physical act affecting the insured property, constitutes such an increase in the risk as will avoid the policy.

INSURANCE — DEFENSES OF INSURER — EFFECT OF INCONTESTABILITY CLAUSE ON FRAUD. — A life insurance policy provided, "If the premiums are duly paid as required, this policy after it has been renewed beyond the first year, shall be incontestable." The premiums were duly paid, and the policy was renewed beyond the first year. To an action on the policy, the insurer pleaded that the insured made fraudulent representations in his application. *Held*, that the plea is bad. *Citizens' Life Insurance Co.* v. *McClure*, 127 S. W. 749 (Ky.).

See NOTES, p. 53.